

7.2.2 To maintain and keep in substantial repair the Adjacent Areas and parking spaces, roads, pavements and gardens owned or provided by the Lessor in and around the Mall, the external walls of the Mall and also the Conduit Media in the Common Parts.

7.2.3 To provide in the Common Parts air-conditioning, lifts, escalators, travelators, lighting and cleaning services during the usual business hours of the Mall and to use its best endeavors to maintain and keep in substantial repair the Common Parts.

### 7.3 Insurance

7.3.1 To insure the infrastructure of the Mall and its contents and to keep the Mall insured against fire and other such perils as are referred to in the insurer's usual comprehensive policy, such insurance to be effected with a reputable insurance company for the full reinstatement value.

7.3.2 Without prejudice to the Lessee's obligations to indemnify the Lessor and to effect public liability insurance under Clause No. 6.3, the Lessor shall effect insurance on such terms as shall be reasonable against all public liability of the Lessor to third parties arising out of or in connection with any matter involving or relating to the Mall and the Adjacent Areas.

### 7.4 Lessor's work

To carry out the following works in regard to the Premises:

7.4.1 To construct the structural frame and roofing together with the perimeter walls so as to provide the basic structure of the Premises and in so doing to install a thick sand/cement screed; and

7.4.2 To provide electrical power to the electric distribution board installed by the Lessor nearest to the Premises at a location designated by the Lessor; and

7.4.3 If specifically agreed with the Lessee to provide a water supply to a point at the perimeter below the floor level at the Premises at a location designated by the Lessor; and

7.4.4 To provide a sprinkler distribution system with provision for extension by the Lessee and to provide fire alarm system components to be installed by the Lessee in the final location; and

7.4.5 To provide a telephone distribution board at a location designated by the Lessor; and

7.4.6 To provide and install an air-conditioning system for the Mall but not within the Premise of the Lessee.

### 7.5 Gift Voucher/Raffles

The Lessee undertakes to accept and honour all Shopping Raffles/Gift Vouchers issued by the Lessor to its customers for shopping in the Mall and the Lessor shall reimburse the Lessee the value of the vouchers upon presentation of the same.



## 8. PROVISOS

The parties agree to the following provisos:

### 8.1 Renewal

8.1.1 The Lessee expressly understands that he does not have an automatic right to remain in the Leased Premises after the expiration of the Lease Period. Lessee confirms that he will vacate the Leased Premises and surrender them to the Lessor immediately upon expiration or earlier termination of the Lease. The Lessee will not dispute the Lessor's right to terminate the Lease or to allow it to expire according to the terms and conditions of the Lease.

8.1.2 The Lessor reserves the right in its sole discretion to renew the Lease Agreement beyond the date of expiry of the existing Lease Term.

### 8.2 Rent and Service Charge Review

8.2.1 If the Lessor agrees to renew the Lease, a new Lease or extension deed shall be signed and rent shall be paid by the Lessee at a date communicated by the Lessor before the expiration of the present term, provided always that there shall not be at that time any existing breach or non observances of any of the covenants on the part of the Lessee herein. The renewed tenancy shall be substantially in the form of this Lease, but the Lessor shall be entitled to change the method of calculating rent, service charges and alter the term or make other changes as it requires.

8.2.2 The Rent and/or Service Charge payable under this Lease shall be reviewed annually on the expiry of each consecutive year of the Contractual Term and with effect on and from this review date, the reviewed Rent and/or Service Charge as determined by the Lessor, are to become payable by the Lessee as the Rent and/or Service Charge reserved by this Lease.

8.2.3 The Lessor has the complete discretion to determine the rental rates of the different premises within the Mall. Such rental rates may vary from one area of the Mall to another due to various factors (such as the location of the same, the size thereof, the type of trade activity or merchandise), and the overall interest of the Mall. The rental rate of any premises within the Mall shall not be considered at any time as a measure of application to other premises or used as a basis for comparison purposes, and the Lessee shall not be entitled to ask the Lessor to apply to its premises similar or equivalent rental rates charged to others. Further the Lessee shall have no right to compare or demand parity with the rental rates being applied in any other Shopping Centre, Mall or Malls. The Parties hereto agree that the rental rates as stipulated in Clause Nos. 1.5 & 4.4 are final and may only be amended in accordance with the terms and conditions of this Contract.

### 8.3 Forfeiture

8.3.1 The Lessor or its authorized agent may terminate this Lease by re-entering the Premises if;



- (i) The Rent and/or Service Charge remains unpaid for ten days after becoming due for payment (whether or not formally demanded); or
- (ii) The Lessee fails to perform or observe any of its covenants or the conditions in this Lease or any rules or regulations made hereunder and the breach is not remedied within thirty days of written notice from the Lessor; or
- (iii) An event of insolvency occurs in relation to the Lessee or the Lessee makes an assignment for the benefit of or enters into an arrangement or composition with its creditors for payment of its debts; or
- (iv) Any action is taken by the government authorities in the Emirate of Dubai or the Federal Government of the United Arab Emirates against the Lessee, upon which event occurring there shall be no requirement for any conviction against the Lessee, or
- (v) The Lessee vacates the premises and is not traceable or leaves without notifying the Lessor and the Lessor is satisfied that in the circumstances the Lessee may not return within a period of 10 days, the Lessor shall have the right to re-enter and take possession of the Premises, or
- (vi) The Lessee introduces any change whatsoever in the character of the Lessee business, trade name and / or brand name or use the Premises (including any discontinuation of any of the business or lines of business at the Premises), or
- (vii) Any insurance policy is cancelled or not renewed by an insurer by reason of the use or occupation of the Store, or
- (viii) Due to any reason or circumstance not directly or indirectly attributable to the Lessor, the Premises are kept locked and not opened for business by the Lessee for a continuous period of 3 days.

**Then:**

On the occurrence of any one or more such events, notwithstanding anything to the contrary contained in the Lease, and in addition to its right to collect from the Lessee any unpaid Basic Rent, Service Charges, Supplemental Rent, Late Payment Charge, Closure Penalty, Hold Over Penalty and other dues and damages that may be applicable, and without prejudice to any other action or remedy, the Lessor shall have the right, forthwith and without the need to institute any legal action, to [a] terminate this Lease, [b] forfeit any and all deposits and other payments made by the Lessee hereunder and [c] re-enter the Premises and re-possess the same as its property.

- 8.3.2 Re-entry in exercise of the rights in Clause No. 8.3.1 does not affect any other right or remedy of the Lessor for breach of covenant or condition by the Lessee occurring before the termination of the Lease.
- 8.3.3 The Lessor shall have the right to open the Premises, make an inventory of the stock and other belongings of the Lessee and to store them in a rented warehouse at the cost and responsibility of the Lessee. The Lessee shall have no right to challenge the veracity of the inventory prepared by the Lessor.



- 8.3.4 If the Lessee fails to make full payment of Rent or Service Charges of any kind or discharge any rate, taxes, duties imposed upon the Premises, the Lessor shall be entitled at its sole discretion and without notice to prohibit the ingress and egress of goods, merchandise, furniture and fixtures and to stop any other services which are under the possession or control of the Lessor. By doing so the Lessor shall have no responsibility or liability for any loss or damage and the Lessee shall not lodge any claim whatsoever against the Lessor as a result of such action.

**8.4 Right to improve / Restructure / Modify the Complex**

The Lessor shall have the right from time to time for the benefit of the growth and overall interest of the Mall or for any reason deemed sufficient in the sole discretion of the Lessor to improve, extend, restructure or modify the Mall, which may cause a reduction in the area of the Premises or, if need be, relocation of the Lessee to some other Premises within the Mall which the Lessor will endeavour as far as possible to be similar to the original Premises in terms of size, shape and rental rate. The Parties hereto agree that in the event of such a plan any part of the Premises or the whole of the premises, currently under the occupation of the Lessee, is taken off and annexed into the development and / or growth of the Mall, the Lessor may grant to the Lessee such proportionate reduction in the total rental or, subject to mutual consent alternative Premises in some other part of the Mall. The Lessor shall, however, be obliged to give an advance notice of One month of this relocation to the Lessee and make available to it alternative premises, which will be as close as possible with the premises in terms of size, shape and rental, and also assist the Lessee in shifting there. The Lessee shall have the option to accept or reject the alternative premises together with the rental applicable thereto. In case the Lessee refuses to accept the alternative premises, this Lease will come to an end on the date specified in the notice. This shall not prejudice either party's rights and obligations regarding payment and / or refund of the rental in terms of the current tenancy agreement between the parties. The Lessee shall not have the right to claim any compensation relating to any above mentioned improvement, extensions, alteration, change or relocation.

**8.5 Car parking**

- 8.5.1 Subject to provisions of Clause No. 8.5.2, the Lessee and its customers, employees, invitees and licensees shall have the right in common with the Lessor and its employees and agents to use any part or parts of the Mall or the Adjacent Areas provided by the Lessor for the parking of most vehicles subject always to availability and, in the case of the Adjacent Areas, subject to the written consent of the registered proprietors being given to the Lessor for the Adjacent Areas to be used as additional car parking areas.

- 8.5.2 The Lessor shall be entitled:

- (i) From time to time in its absolute discretion to impose reasonable restrictions or charges on the use of the parking facilities provided, including the designation of specific areas within which the motor vehicles of the Lessee, its customers, employees, invitees and licensees may be parked; and



- (ii) To withdraw or otherwise restrict at any time by notice in writing to the Lessee any of the parking rights granted in Clause No. 8.5.1 within the Adjacent Areas in the event of any withdrawal or restriction of such rights by any governmental authority or any other person having any claim, authority or jurisdiction over or in respect of the Adjacent Areas superior to that of the Lessor.

**8.6 Layout of Premises**

The Lessor reserves the right to change the layout of the Premises, which shall not affect the square footage of the Premises referred to in Clause No.1.2 at its sole discretion and upon reasonable notice.

**8.7 Stock-Taking**

Lessee to provide to the Lessor written notice of the date and length of time of the stock-taking to take place in the Lessee's premises.

**8.8 Lessor's right to vary or amend the Regulations**

8.8.1 The Lessor has the absolute right at its sole discretion to amend, delete or add to the Regulations in the Fourth and Fifth Schedule provided that no such amendment, deletion or addition shall be inconsistent with the rights of the Lessee.

8.8.2 Failure by the Lessee to observe or procure observance of the Regulations shall constitute a breach of the terms of this lease in the same manner as if the Regulations were herein set out as covenants with the Lessor.

**8.9 Effect of waiver**

Each of the Lessee's covenants shall remain in full force notwithstanding that the Lessor shall have waived or released temporarily any such covenant or waived or released temporarily or permanently revocable or irrevocably a similar covenant or similar covenants affecting any other part of the Mall or the Adjoining Areas.

**8.10 Effect of variation**

No variation of this Lease shall be valid unless it is in writing and signed by or on behalf of both the parties.

**8.11 Lessor's specific rights over the Common Parts**

8.11.1 Without prejudice to the general rights of the Lessor over the Common Parts the Lessor reserves the right from time to time during the Contractual Term to:

- (i) Erect and remove kiosks and other structures in any part of the Common Parts and to grant to any person the right to use the Common Parts for such purposes and upon such terms and conditions as the Lessor may in its absolute discretion think fit;





- (ii) Permit any entity to hold any parade, function, exhibition or display any merchandising in any part of the Common Parts upon such terms and conditions as the Lessor may in its absolute discretion think fit;
  - (iii) Install a public address system in any part of the Common Parts and play, relay or broadcast, or permit any other person to play, relay or broadcast recorded music or public announcements from them.
- 8.12 Exemption from liability in respect of services**  
The Lessor is not to be liable to the Lessee for any loss, damage or inconvenience which may be caused by reason of:
- 8.12.1 Temporary interruption of services at any time including but not limited to periods of inspection, maintenance, repair and renewal; or
  - 8.12.2 Breakdown of or defect in any plant and machinery service or Conduit Media in the Mall; or
  - 8.12.3 Events beyond the reasonable control of the Lessor.
- 8.13 Alienation**  
The Lessor may at any time assign or transfer the whole or part of this Lease,
- 8.14 Turnover**
- 8.14.1 The Lessor shall collect and monitor total turnover data relating to the Mall and may provide such reports to the Lessee.
  - 8.14.2 The Lessee shall provide the Lessor with a written statement of the Lessee's gross sales of the preceding month generated from the Lessee's business conducted at the Premises not later than ten days from the end of each month of the Lease Term.
  - 8.14.3 The Lessor shall keep information relating to the Lessee's turnover and any other financial information given under Clause No. 8.14.2 in the strictest confidence.
- 8.15 Notices consents and approvals**
- 8.15.1 Any notice, communication or demand to be given or made by or to the Lessor or the Lessee pursuant to this Lease shall be in writing and shall be delivered personally or sent by registered mail or by fax.
  - 8.15.2 In the absence of evidence of earlier receipt, any such notice, communication or demand under Clause No. 8.15.1 shall be deemed to have been duly given if delivered personally when left at the address set out in the Lease or if sent by registered mail, seven days after posting and if sent by fax, upon confirmation or completion of the transmission.
- 8.16 Accidents and Liability**



The Lessor will not be responsible to the Lessee or the Lessee's licensees nor to any other person for any:

- 8.16.1 Accidents happening or injuries suffered in the Premises; or
- 8.16.2 Damage to or loss of any goods or property sustained in the Mall (whether or not due to any failure of any security system for which the Lessor is in any way responsible); or
- 8.16.3 Act or omission or negligence of any employee of the Lessor in the Mall.
- 8.16.4 Lessee hereby assumes liability for and shall indemnify and hold harmless the Lessor and their respective officers, directors, employees, customers and invitees (all of the foregoing being hereinafter collectively referred to as the "Indemnitees") from and against any and all liability, loss, cost, damage or expense (including, without limitation, costs of litigation and attorneys' fees) that any of the Indemnitees shall ever suffer or incur in connection with loss of life, bodily and/or personal injury, or damage to property arising out of or from the use or occupancy by the Lessee of the premises, or any part thereof, or any other part of the Mall, or occasioned wholly or in part by any act or omission of Lessee or its dealers, employees, promoters, agents, guests, invitees or contractors, or in any way relating to or arising out of any activity of the Licensee. The Lessee also agree to release the Indemnities from any liability in regard to any loss, theft, burglary, robbery or damage to equipment, supplies, prizes, merchandise, exhibits or other property of the Lessee or any of its dealers, employees, promoters, agents, guests, invitees or contractors. Lessee also agrees to indemnify and hold the Indemnitees harmless from and against any and all liability, loss cost, damage or expense (including, without limitation, costs of litigation and attorney's fees) that any of the Indemnitees shall ever suffer or incur in connection with any claims arising out of the consumption, or existence in, on or about the Mall, of any foods, products, consumables or merchandise solid or furnished by Lessee or its employees, promoters, agents or contractors.

#### 8.17 Prescriptive rights

The Lessee shall not by virtue of this Lease be deemed to have acquired or be entitled to and the Lessee shall not during the Contractual Term acquire or become entitled by any means whatever to any easement from or over or affecting any other land or premises now or at any time after the date of this Lease belonging to the Lessor and not comprised in this Lease.

#### 8.18 Settlement of disputes

- 8.18.1 This Lease shall be governed by and construed in accordance with the laws of the Emirate of Dubai and of the United Arab Emirates.
- 8.18.2 The parties hereto agree to submit to the courts of the Emirate of Dubai or such other tribunal or forum as may be established from time to time in the Emirate of Dubai for the purpose of resolving disputes between the Lessor and the Lessee.

#### 8.19 Time of Essence



Time is of essence of this Lease with respect to the performance by the Lessee of its obligations hereto.

**IN WITNESS WHEREOF**

The parties have executed this Lease the day and year first written above.

**SIGNED BY**

For and on behalf of the Lessor

.....  
In the presence of:



**SIGNED BY**

For and on behalf of the Lessee

.....  
In the presence of:





## FIRST SCHEDULE

### THE PREMISES

The Premises means the Unit referred to in Clause No. 1.2 shown, for the purposes of identification only, edged red on the Plan including:

1. The floor and ceiling finishes (but not any other part) of the floor slab and ceiling slabs that bound the Premises;
2. The inner half severed medially of the internal non-load bearing walls that divide the Premises from the adjoining units in the Mall or from the Common Parts;
3. The doors and windows and door and window frames at the Premises (if and where applicable);
4. All additions and improvements to the premises;
5. All the Lessor's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises (whether originally fixed or fastened to or upon the Premises or otherwise) except such fixtures installed by the Lessee that can be removed from the Premises without defacing the Premises;
6. All Conduit Media that is in or on and that exclusively serves the Premises; and
7. Any equipment or apparatus (for air extraction or otherwise) that is in or on and which exclusively serves the Premises.



## SECOND SCHEDULE

### RIGHTS GRANTED

1. **Common Parts**

The rights for the Lessee and all persons expressly or by implication authorised by the Lessee (in common with the Lessor and all other persons having a like right) to use the Common Parts for all proper purposes in connection with the use and enjoyment of the Premises provided that the Lessor shall not be obliged to keep the Mall open to the general public earlier than official opening hour(s) and before the Shop Opening Hours or later than closing hour(s) and after the Shop Closing Hours. Any alterations will be indicated from time to time by the Lessor.

2. **Conduit Media**

The right for free passage and running (subject to temporary interruption for repair, alteration or replacement) of the Conduit Media and other services or supplies to and from the Premises in on under or over other parts of the Mall and (if any) the Adjoining Areas (in common with the Lessor and all other persons having a like right).

3. **Support**

The right of support and protection for the benefit of the Premises as is now enjoyed from all other parts of the Mall.



## **THIRD SCHEDULE**

### **RIGHTS RESERVED**

#### **1. Use of Conduit Media**

The right to the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and other services or supplies from and to other parts of the Mall or any adjoining Areas in and through the Conduit Media which now are or may during the Contractual Term be in, under or over the Premises.

#### **2. Construction of Conduit Media**

The right to construct and to maintain in, under or over the Premises at any time during the Contractual Term any Conduit Media for the benefit of any other part of the Mall or any Adjoining Areas.

#### **3. Access**

3.1 The right at reasonable times and upon reasonable notice except in cases of emergency to enter (or in case of emergency to break and enter) the Premises:

3.1.1 To inspect the condition and the state of repair of the Premises;

3.1.2 To inspect, cleanse, connect to, repair, remove or replace with others, alter or execute any work whatever to or in connect with the Conduit Media, easements or services referred to in Paragraphs 1 and 2 of this Schedule;

3.1.3 To view the state and condition of, and repair and maintain the Mall where such viewing or work would not otherwise be reasonably practicable;

3.1.4 To carry out work or do anything whatever comprised within the Lessor's obligations in this Lease;

3.1.5 To take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Contractual Term;

3.1.6 To exercise any of the rights granted to the Lessor by this Lease.

#### **4. Scaffolding**

The right to erect scaffolding for any purpose connected with or related to the Mall notwithstanding that such scaffolding may temporarily restrict the access to or use and enjoyment of the Premises.

#### **5. Support etc.**

The rights of light, air, water, protection, shelter and all other easements and rights now or after the date of this Lease belonging to or enjoyed by other parts of the Mall.



6. **Light**

Full right and liberty at any time after the date of this Lease to alter or to erect new structure within or adjoining the Mall (such expression herewith excluding the Premises) in such manner as the Lessor shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the amenity of or access to the Premises or the passage of light and air to the Premises.



## FOURTH SCHEDULE

### THE REGULATIONS

1. The Lessee shall not obstruct or permit the obstruction of the Common Parts of the Mall.
2. The Lessee shall not allow any accumulation of rubbish in the Premises and shall ensure at all times that trade waste and refuse from the Premises are placed in proper receptacles and are regularly removed from the garbage holding area of the Mall designated by the Lessor.
3. No rubbish or waste shall at any time be burned upon the Premises or the Common Parts or the Adjacent Areas.
4. The Lessee shall use its best endeavors to protect the Premises and property therein from theft or robbery and shall keep all doors windows and other openings closed and securely fastened when the Premises are not in use or left unoccupied.
5. The Lessor shall be entitled to close the Mall and prohibit any person from entering or remaining there between midnight and 8.30 AM inclusive and without prejudice to the generality of this provision the Lessor may close, lock off or otherwise control the Common Parts and the Adjacent Areas from time to time and may take all such actions as the Lessor may deem necessary for the purposes aforesaid.
6. The Lessee shall not bring or permit any persons to bring or leave any bicycle in or about the Mall or Premises or permit any person to play any musical instrument in or about the Mall or the Premises.
7. The Lessee shall not do any act or anything to affect the working of the air-conditioning plant in the Mall.
8. The Lessee shall ensure that its employees use such entry and exit points into the Mall as shall be determined by the Lessor and the Lessee shall provide the Lessor with the entry and exit timings into the Mall of all its employees.
9. The Lessee shall ensure that the Lessee and its employees carry a Mall identity card, to be provided by the Lessor, at all times.
10. The Lessee shall pay to the Lessor his proportion of charge for the service of keeping the Mall and the premise free from rodents, vermin, insects and pests.
11. The lessee shall keep the premise clean tidy and in a hygienic condition.
12. The Lessee shall pay the proportion of charge for the consumption of gas against the voucher presented by the Lessor.





## **FIFTH SCHEDULE**

### **COMPLETION OF THE MALL AND HANDOVER OF THE PREMISES FOR FITOUT**

#### **Lease Commencement**

Provided that the Lessee has paid the Shop Fitting Guarantee, the Lessor has approved the Lessee's fit-out plans in accordance with the provisions of the Lessee's Design Criteria Handbook and the Lessee has addressed all items listed in the Fit-Out Notice referred to in the Lessee's Design Criteria Handbook, the Lessor shall hand over and the Lessee shall take possession of the Premises, which date shall be deemed to be the Lease Commencement Date, and upon which date the Lessee shall commence its fit-out of the Premises in accordance with the provisions of the Lessee's Design Criteria Handbook. Notwithstanding the fact that the Lessee is not ready to commence its fit-out on the Lease Commencement Date or of any of the Lessee's obligations remain unfulfilled, the date shall not be extended and the Fit-Out Period will commence and the physical access to the Premises will not be provided to the Lessee.

The Lessor agrees to hand over the Premises substantially in accordance with the description of the Lessor's works relating to the Premises as set out in the Lessee's Design Criteria Handbook, provided that the Lessor may make such variations or adjustments to the plan of the Premises either :

- (i) as may be necessary to comply with applicable permissions, consents or approvals from any competent authority and, or
- (ii) as may be necessary or desirable in the discretion of the Lessor.

The Mall Opening Date represents the date upon which it is presently expected that the Mall will officially open. The Lessor shall use all reasonable efforts to cause the construction of the Mall and the Lessor's works to be commenced and finish without any delay. The Lease commencement date can be extended by the Lessor, subject to completion of the Mall and hand over the Premises to the Lessor by the developer. If the Mall Opening Date is necessarily delayed, the Lessor shall, by giving a notice in writing to the Lessee as soon as practicable after the Lessor has recognized that a delay has been caused, notify the Lessee of the likely delay and the likely completion date of the Lessor's works and the revised Mall Opening Date. The Lessor is entitled to give more than one notice delaying the proposed Mall Opening Date. Lessee acknowledges that it shall have no claim for damages or compensation against the Lessor in case there is any delay. The Lessee agrees that the Mall Opening Date may be extended by the aggregate of the periods of extension commensurate with those properly and reasonably allowed to the building contractor under the terms of the building contract for any reason beyond the control of the Lessor including force majeure.

The Lessor shall in any event give the Lessee Thirty (30) days notice in writing of the Mall Opening Date.

#### **Drawings and Specifications of Lessee's Fit out**



### Approval of Lessee's Drawings

The Lessee shall submit for the Lessor's approval, details of the Fit Out and the time schedule for performing the same as per the Lessee's Design Criteria Handbook. Such approval shall be granted by the Lessor within the time frame determined in the Lessee's Design Criteria Handbook.

### Permits in respect of the Lessee's Fit Out

- (a) Within 3 (three) weeks after the Lessor has approved the drawings and specifications of the Lessee's Works, the Lessee shall provide the Lessor's Architect with a copy of all the Permits obtained / required to be obtained in respect of the drawings and specifications related to the Lessee's Fit Out.
- (b) No amendments, whether required by any authority or otherwise, shall be made to the drawings and specifications relating to Lessee's Fit Out without the prior approval of the Lessor and if any amendments involve work which will affect the Lessor's Works, it will be undertaken according to Clauses herein below.

### Variation to Lessor's Works

#### *Lessee may request variations*

If the Lessee requests any variations to the Lessor's Works, the Lessee shall submit a plan of such variations to the Lessor for approval, grant of which approval shall be subject to the Lessor's sole and absolute discretion.

#### *Cost of Variations to Lessor's Works*

The cost of executing any variations to the Lessor's Works as aforesaid, shall, unless the amount thereof has been previously agreed upon between the Parties, be assessed by a quantity surveyor nominated by the Lessor. A certificate from the Lessor's quantity surveyor shall be conclusive evidence as to the cost of such variations. The cost of the variations shall be paid by the Lessee to the Lessor not later than 21 (twenty-one) days after the Lessor delivers to the Lessee an invoice for the cost of the work or part thereof, otherwise, it will be deducted by the Lessor from the Security Deposit. Such cost shall include and allow for any fees payable to the Lessor's Contractor, Lessor's Architect, and any other consultants for design documentation and supervision and for obtaining the necessary Permits.

### The Lessee's Fit-Out

The Lessee shall, subject to obtaining any requisite approval from the competent authorities, commence the fit-out of the Premises in accordance with the provisions of the Lessee's Design Criteria Handbook upon the Lease Commencement Date.

The Lessee shall verify all measurements on site prior to proceeding with its fit-out and the Lessor shall not be responsible for any loss that the Lessee may suffer as a result of any deficiency in the plan of the Premises.

The Lessee shall diligently pursue such fit-out and work to completion during the Fit-Out Period. All of the Lessee's work shall be at the Lessee's sole cost and expense and shall be pursuant to the approved plans and specifications and in strict accordance with the Lessee's Design Criteria Handbook.



During the Fit-Out Period the Lessee and its contractors shall keep the Common Areas free of all construction and related debris. Prior to the Mall Opening Date, the Lessee shall remove all construction and related debris from the Premises and the Common Areas and all such areas shall be in broom clean condition and the Common Areas shall be returned to the condition they were in prior to the commencement of the Lessee's work.

All the Lessee's work shall be undertaken and completed in a good and workmanlike manner and the Lessee shall obtain all the necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all conditions or restrictions pertaining thereto.

The Lessee agrees to complete the fit-out in accordance with the provisions of the Lessee's Design Criteria Handbook and the approved plans and specifications and stock the Premises and be ready to open for business by the Mall Opening Date. The Lessee's rental obligations shall apply notwithstanding any delay by the Lessee in the completion of the fit-out.

#### **Lessee's Fit Out Insurance**

The Lessor shall at its own cost effect adequate insurance cover in respect of Contractor's All risks insurance and public liability policy which includes material damage and third party liability for as long as any fitting, decoration, renovation and maintenance work of the Lessee continues (including the maintenance period, if any) with a cross liability Clause included in the Policy. The lessee undertakes to comply with all the procedures established by the Lessor in this regard including but not limited to submitting to the Lessor a duly completed declaration form. The declaration form shall form the basis of the Lessee's insurance.

The Lessee undertakes to pay the Lessor the premium amount as shall be determined and notified by the Lessor and to complete the procedures stipulated in the design criteria manual prior to the estimated entry date. The lessee hereby undertakes not to carry out any act which shall serve to invalidate or vitiate in any manner the insurance cover obtained by the Lessor.

In case the value or scope of works of the Fit Out, decoration, renovation, and maintenance work to be performed in the Premises subsequently increases and/or changes from the original value and scope of works thereof as stated in the declaration form, the Lessee shall be responsible for ensuring that the declaration form is duly modified and presented to the Lessor.

In addition, the Lessee, the Lessee's contractors and sub-contractors shall arrange for and maintain all other types of insurance covers required to be taken out in connection with the execution of the Fit Out. The Lessee shall produce to the Lessor evidence of the existence and currency of such insurance policies prior to the Entry Date.

The Lessee agrees that obtaining the appropriate insurance over shall not, in any manner, absolve or exempt the Lessee from any liability of any nature whatsoever which may be made against the Lessee or any Lessee's contractor or sub-contractor or the Lessor in connection with the execution of the Fit Out.

The lessee undertakes not to carry out any act which shall invalidate or vitiate in any



manner the insurance covers obtained for the Fit Out.

**Final Approvals before Commencement of Business by the Lessee at the Premises.**

The Lessor will permit the Lessee to commence the Business at the Premises only upon the following conditions being satisfied by the Lessee to the due satisfaction of the Lessor.

- (a) Completion of all of the Fit Out.
- (b) Payment by the Lessee to the Lessor of any payments due to the Lessor under the terms hereof, including but not limited to replenishment of the Shop Fitting Deposit, if the same has been applied by the Lessor in the manner as mentioned below:

In the event of failure on the Lessee's part in complying with any or all of the obligations, the Lessor will apply the Shop Fitting Guarantee and Security Deposit in the following manner without prejudice to any other remedies available to the Lessor under the Lease and the law:

For each day of delay in the opening of the Premises on and from the Centre Opening Date, the Late Opening Penalty will be deducted by the Lessor from the Shop Fitting Guarantee and Security Deposit. For each day of closure of the Premises during the Lease Period, the Closure Penalty will be deducted by the Lessor from the Security Deposit.

- I. In case of the lessee's failure to pay to the Lessor the costs incurred by the Lessor in carrying out variations in the Lessor's works, the Lessor will deduct from the Shop Fitting Guarantee such costs.
- II. In case of the Lessee's failure to rectify the defects in its Fit Out, as identified by the Lessor's Architect, the Lessor will deduct from the Shop Fitting Guarantee, the cost of rectifying the defects if performed by the Lessor.
- III. In case of any damage caused to the Lessor's Works or to the Centre by the Lessee or by any party acting on behalf of the Lessee, the Lessor will deduct from the Shop Fitting Guarantee and Security Deposit, the cost of repair of the damage.
- IV. In case of the Lessee's failure to effect timely payment of rent or any other monies under the Lease, the Lessor will deduct the outstaying amount from the Security Deposit.

If the Security Deposit is applied by the Lessor in the manner described above, the Lessee will replenish the Security Deposit to its original amount, within 14 (fourteen) days from being notified by the Lessor.

If the amount of the Security Deposit does not cover the value of the Lessor's claim against the Lessee, the Lessor will notify the Lessee of the balance amount payable by the Lessee and the Lessee will effect payment of such amount and also replenish the Security Deposit within 7 (seven) days from being notified by the Lessor.



(c) Providing the Lessor with a copy of the trade license issued by the competent governmental authority in the Emirate of Dubai. In case the Business is a franchise/agency operation, then, if requested by the Lessor, the Lessee shall provide to the Lessor information it may require concerning the operation of the business conducted by the Lessee in the Premises.

(d) Complete stocking of the Premises.

#### **Completion Certificate**

Upon all of the above conditions being satisfied to the Lessor's complete satisfaction, the Lessor shall issue a Completion Certificate evidencing such completion to commence business in the Premises.

The Lessee understands that there should be no delay in opening for business. If the Lessee does not complete the fit-out, stocking of the Premises and be ready to open for business by the Mall Opening Date or fails to keep the Premises open continuously for business throughout the Lease Term, then the Lessee is in default and agrees, without prejudice to any other right granted to the Lessor pursuant to this Lease to pay to the Lessor a penalty equivalent to AED. 5,000.00 for each day following the Mall Opening Date and thereafter throughout the Lease Term that the Premises are not open for business.





## SIXTH SCHEDULE

### SHOP OPENING HOURS

The Mall : 08.30 HOURS TO 23.00 HOURS

The Food Court : 08.30 HOURS TO 24.00 HOURS

The Cinemas : 12.00 HOURS TO 03:00 HOURS

### FOR THURSDAYS, FRIDAYS AND SATURDAYS

The Mall : 08.30 HOURS TO 24.00 HOURS

The Hyper – Market : 08.30 HOURS TO 24.00 HOURS

The Cinemas : 12.00 HOURS TO 03:00 HOURS

RAMADAN TIMINGS : The Lessor to inform the Lessee 30 days in advance.

### NOTE

- 1) Timings subject to change during promotion and Sale periods or as deemed necessary
- 2) Lessee to be informed, in advance, for any change in timings.

